



## College Station, TX

### Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840  
Internet: <https://us06web.zoom.us/j/96728393278>  
Phone: 888 475 4499 and Meeting ID: 967 2839 3278

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January 12, 2023

4:00 PM

City Hall Council Chambers

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**Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.**

1. **Call to Order.**
2. **Executive Session is Closed to the Public and Will Be Held in the 1938 Executive Conference Room. The Open Meeting Will Resume No Earlier Than 6:00 PM.**

Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed.

Litigation

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas
- b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
- c. Shana Elliott and Lawrence Kalke v. The City of College Station, et al.
- d. Robert Danny Clack, II v. The City of College Station, et al.
- e. Kristin Marriott v. The City of College Station

Personnel {Gov't Code Section 551.074};

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. Construction Board of Adjustments
- b. Planning and Zoning Commission
- c. Zoning Board of Adjustments
- d. City Secretary
- e. Council Self Evaluation

3. **Reconvene from Executive Session and Take Action, if Any.**

#### 4. Pledge of Allegiance, Invocation, and Consider Absence Request.

##### Speaker Protocol

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

#### 5. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

#### 6. Workshop Items.

- 6.1. Presentation, discussion, and possible action regarding the future process for the allocation of Community Development Block Grant Public Service Agency Funds.

Sponsors: David Brower

Attachments: None

- 6.2. Presentation and discussion regarding an update on the 88th session of the Texas Legislature.

Sponsors: Ross Brady

Attachments: None

- 6.3. Presentation, discussion, and possible action regarding the adoption of a resolution establishing the City's legislative program for the 88th session of the Texas Legislature.

Sponsors: Ross Brady

Attachments: 1. 2023 Legislative Program

#### 7. Consent Agenda.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

- 7.1. Presentation, discussion, and possible action of minutes for:

- December 8, 2022 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM120822 DRAFT Minutes

- 7.2. Presentation, discussion, and possible action regarding a three-year enterprise agreement with SHI for Microsoft software licenses for \$302,915.64 per year.

Sponsors: Sam Rivera

Attachments: 1. SHI Quote-22760869

- 7.3. Presentation, discussion, and possible action on the FY23 BVWACS budget.

Sponsors: Sam Rivera

Attachments: 1. 2022\_04\_27 BVWACS FY2023 Approved Budget

- 7.4. Presentation, discussion, and possible action on a change order for \$74,426 to the utility billing software master services agreement with Origin Utility, Inc.

Sponsors: Sam Rivera

Attachments: 1. 22300615CO2

- 7.5. Presentation, discussion, and possible action regarding a HOME Investment Partnership Program Community Housing Development Organization funding agreement in the amount of \$274,800 with Elder Aid to provide funds to acquire and rehabilitate a duplex located at 1225-1227 Georgia Street.

Sponsors: Debbie Eller

Attachments: 1. HOME CHDO Funding Agreement - Elder Aid 1225-1227 Georgia REV  
2. 1225-1227 Georgia Location Map

- 7.6. Presentation, discussion, and possible action regarding the approval of an annual price agreement for the purchase of Cement Treated Base and Type D Grade 1 Cement Treated (4%) Recycled Crushed Concrete Base with Brazos Paving, Inc. for an amount not to exceed \$734,800.

Sponsors: Emily Fisher

Attachments: 1. 21300263R2 - Price Increase Summary

## 8. Regular Agenda.

- 8.1. Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.

Sponsors: Tanya Smith

Attachments: None

- 8.2. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- Planning and Zoning Commission
- Construction Board of Adjustments
- Zoning Board of Adjustment
- Impact Fee Advisory Committee
- Parks and Recreation Board
- Historic Preservation Committee

Sponsors: Tanya Smith

Attachments: None

## 9. Council Calendar - Council May Discuss Upcoming Events.

## 10. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

#### **11. Council Reports on Committees, Boards, and Commissions.**

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

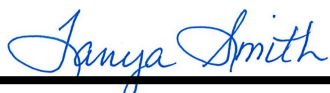
#### **12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.**

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

#### **13. Adjourn.**

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on January 6, 2023 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email [adaassistance@cstx.gov](mailto:adaassistance@cstx.gov) at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

#### **Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.**

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

**Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.**

“Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre.”

**January 12, 2023**  
**Item No. 6.1.**  
**CDBG Public Service Agency Funding Process**

**Sponsor:** David Brower

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the future process for the allocation of Community Development Block Grant Public Service Agency Funds.

**Relationship to Strategic Goals:**

Good Governance, Core Services & Infrastructure

**Recommendation(s):** Staff recommends City Council receive the presentation and provide direction regarding the development of a process for the allocation of CDBG Public Service Agency Funding.

**Summary:**

Since 1985, the Cities of College Station and Bryan have partnered to jointly award Community Development Block Grant (CDBG) funds to nonprofit health and human service programs that primarily benefit low to moderate income residents. CDBG allows no more than 15% of a city's annual allocation to be used for this type of funding. The Joint Relief Funding Review Committee (JRFRC) Committee was created to allow three Council appointed volunteers from College Station and three from Bryan to evaluate proposals and to recommend funding as part of each City's Council approved Annual Action Plan and Budget. Since 1985 the JRFRC has recommended over 9.8 million dollars in funding (5.2 million from College Station and 4.6 million from Bryan) to 50 different agencies.

The City of Bryan notified City of College Station staff in September of 2022 of their intent to sunset the JRFRC and the Bryan City Council voted to discontinue the JRFRC process and adopt a new, internal method at their November 17, 2022 meeting. The City of Bryan cited decreased funding amounts, increased proposal evaluation timelines, and the staff time required to administer the JRFRC process as reasons for their decision.

Staff is seeking direction from City Council on developing a new process to allocate City of College Station CDBG Public Service Agency funds to fund nonprofit programs benefiting low and moderate income residents. Staff will present options and gather input to create this new process.

**Budget & Financial Summary:** The amount available for Public Service Agency funding in FY2023 is \$177,168.00.

**Attachments:**

None

**January 12, 2023**

**Item No. 6.2.**

**Presentation and discussion regarding an update on the 88th session of the Texas Legislature.**

**Sponsor:** Ross Brady, Assistant to the City Manager

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation and discussion regarding an update on the 88th session of the Texas Legislature.

**Relationship to Strategic Goals:**

Good Governance

**Recommendation(s):**

**Summary:** Jennifer Rodriguez, Attorney at Law, will provide a presentation outlining what can be expected to occur during the 2023 legislative session, which bills are likely to impact local governments, and ways in which the City can participate in the legislative process.

**Budget & Financial Summary:**

**Attachments:**

None

**January 12, 2023**  
**Item No. 6.3.**  
**2023 Legislative Program**

**Sponsor:** Ross Brady, Assistant to the City Manager

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the adoption of a resolution establishing the City's legislative program for the 88th session of the Texas Legislature.

**Relationship to Strategic Goals:**

Good Governance, Financial Sustainability, Core Services and Infrastructure, Neighborhood Integrity, Diverse and Growing Economy, Improving Mobility, and Sustainable City.

**Recommendation(s):** Staff respectfully recommends the City Council discuss the proposed positions outlined in Exhibit A and provide direction to staff.

**Summary:** The City's legislative program directs the City Manager and staff to support or oppose issues likely to arise during the 88th Legislative Session, and to communicate those stances to members of the Texas Legislature.

**Budget & Financial Summary:**

**Attachments:**

1. 2023 Legislative Program



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ADOPTING THE 2023 LEGISLATIVE PROGRAM FOR THE CITY OF COLLEGE STATION, TEXAS; DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO ACT WITH REGARD TO THE CITY'S 2023 LEGISLATIVE PROGRAM; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, legislative activities are ongoing in the Texas State Legislature; and

**WHEREAS**, it is anticipated there will be many legislative issues affecting local government considered; and

**WHEREAS**, City staff prepared the recommended 2023 Legislative Program attached hereto as Exhibit "A" and the 2023 Legislative Program has been reviewed by the City Council of the City of College Station; and

**WHEREAS**, the City Council maintains such a 2023 Legislative Program is in the best interest of the City and the College Station community (i.e., residents and businesses), and thus should be adopted, and forwarded for consideration by the State Legislature; and

**WHEREAS**, the City Council wishes to direct the City Manager to take action with regard to the 2023 Legislative Program as outlined below; now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:**

**PART 1:** The 2023 Legislative Program attached hereto as Exhibit "A" is hereby adopted and approved as the 2023 Legislative Program for the City of College Station.

**PART 2:** The City Manager is directed to communicate the items included in the 2023 Legislative Program to members of the Texas Legislature, in general, or to the appropriate legislative committees, committee members, and others designated by the City Manager.

**PART 3:** For those items designated as "support" by the City Council, the City Manager is directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. The City Manager's efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

**PART 4:** For those items designated as "oppose" by the City Council, the City Manager is directed to attempt to impede the passage of any such legislation.

**PART 5:** It is recognized this policy will often be implemented in the context of great numbers of legislative proposals being considered within short time periods. City representatives, under the direction of the City Manager, shall be authorized to act on behalf of the City consistent with the necessary broad policy concerns set forth in this program.

**PART 6:** This Resolution shall take effect immediately from and after its passage.

**ADOPTED this 12<sup>th</sup> day of January, 2023.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**City Secretary**

\_\_\_\_\_  
**Mayor**

**APPROVED:**

\_\_\_\_\_  
**City Attorney**

## EXHIBIT A 2023 LEGISLATIVE PROGRAM

The 2023 Legislative Program is a guide for City of College Station (“City”) positions and priorities.

The purpose of the City’s legislative efforts is to serve the citizens and businesses of College Station by advocating for policies which will be in the best interest of the College Station community. Many significant decisions affecting Texas cities are made by the Texas Legislature, and the number of city-related bills as a percentage of total bills filed has increased every session over the last twenty years. During the 2021 session, more than 2,000 bills were filed which would have affected Texas cities in some substantial way.

### LOCAL CONTROL

The City maintains that citizens and businesses are best served by policies made at the level of government closest to the people. It is the elected members of the city council who **best understand the needs and expectations of their communities**. Therefore, the City will seek to preserve home rule authority by opposing bills which will allow the state to preempt municipal authority or erode the City’s authority to govern locally.

### FINANCE

Municipal revenue is derived from sources such as property taxes, sales taxes, right-of-way revenues, service fees, and court fines. In order to provide services to the citizens and businesses of a City it is essential the City be assured of a predictable and sufficient level of revenue. Therefore, the City will oppose state mandates which do not allow the City to provide a stable source of funding to meet the needs of the City’s citizens as approved by City Council.

The City will support legislation which will:

- close the “dark store” theory of appraisals,
- require mandatory disclosure of real estate sales prices,
- authorize a council-option city homestead exemption expressed as a percentage or flat-dollar amount,
- establish expenditures of Community Development Block Grant Funds by cities as a governmental function.

The City will oppose legislation which will:

- impose a revenue and/or tax cap of any type,
- negatively expand appraisal caps,
- impose new property tax or sales tax exemptions which substantially erode the tax base,
- erode the ability of a city to issue debt,
- erode authority of a city to be adequately compensated for the use of its rights-of-way,
- limit or prohibit the authority of city officials to use municipal funds to communicate with legislators, or use outside agencies to communicate with legislators.

## **WATER RIGHTS**

As the population and economy of Texas grows there will be additional demands on the State's natural resources. One of the most concerning of these resources is groundwater. Under Texas' existing right to capture policy, which creates a "law of the biggest pump", municipalities may see their water resources literally drained from under them as large industrial users seek access to the same groundwater sources.

The City will support legislation which will:

- establish the prioritization of water rights based on the date at which an entity's claim to the groundwater was filed with the State of Texas, similar to the priority date system of permitting used to regulate access to surface water,
- allow a municipality to count their service territory as part of an area legally controlled as far as acreage and drilling wells.

## **ELECTRICITY**

The continuous and uninterrupted production and distribution of energy is vital to the health, and wellbeing of the community, as well as the growth of the local economy.

The City will support legislation which will:

- preserve local regulatory authority,
- harden the State's electric grid against blackouts,
- mitigate the cost and liabilities of the outage event caused by Winter Storm Uri from being passed on to cities and City residents.

## **GROWTH & DEVELOPMENT**

Local governments bear a responsibility to provide core services for the overall health and well-being of their citizens. As a vibrant, growing community, the need for additional public safety, transportation, and basic infrastructure resources in College Station is significant.

The City will oppose legislation which will:

- erode municipal authority related to development matters, including annexation, eminent domain, zoning, regulatory takings, building codes, tree preservation, and short-term rentals.
- erode municipal authority over the management and control of rights-of-way, including by state or federal legislation.

## **PUBLIC SAFETY**

The City will support legislation which increases existing, or creates new, grant program funding to provide financial assistance to local governmental law enforcement agencies for public safety resources; including legislation to support the use and the purchase of body cameras and associated data storage costs.

**January 12, 2023**  
**Item No. 7.1.**  
**Minutes**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action of minutes for:

- December 8, 2022 Council Meeting

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** Recommends Approval.

**Summary:** N/A

**Budget & Financial Summary:** None

**Attachments:**

1. CCM120822 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING  
IN-PERSON WITH TELECONFERENCE PARTICIPATION  
CITY OF COLLEGE STATION  
DECEMBER 8, 2022

STATE OF TEXAS           §  
                                     §  
COUNTY OF BRAZOS     §

**Present:**

John Nichols, Mayor

**Council:**

Mark Smith  
William Wright  
Linda Harvell  
Elizabeth Cunha  
Bob Yancy – arrived late  
Dennis Maloney

**City Staff:**

Bryan Woods, City Manager  
Jeff Capps, Deputy City Manager  
Adam Falco, City Attorney  
Leslie Whitten, Assistant City Attorney  
Tanya Smith, City Secretary  
Ian Whittenton, Deputy City Secretary

**1. Call to Order and Announce a Quorum is Present.**

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on December 8, 2022, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Presentation of employee service awards.**

The following employees were recognized for service:

**10 Years of Service**

Dominic Beran	Jacob Loyd
James Bishop	Michael Maddox
Jon Blalock	Patricia Marty
Christopher Brannan	Debra Matthews
Javier Contreras	Patrick Mattina
Crystal Fails	Mason Middlebrooks
Thomas Ferguson	Kevin O'Neill
David Gillis	Heather Pavelka
Michael Godshall	Brian Piscacek
Sekret Higgins	Jacob Prazak
Jared Lapaglia	Beth Lenford

Neal Spencer  
Cindy Synwolt  
John Tomas

Russell Warncke  
David Webb

15 Years of Service

Matthew Alaniz  
Charles Almanza  
Adam Alvarado  
Jarrod Dreher  
Sean Dwyer  
Ty Elliott  
Adam Falco  
Andrea Ferrell  
Barbara Moore

Charles Oldham  
Gustavo Roman  
Jason Schubert  
Rudolph Schultz  
William Shelton  
Jennifer Smith  
Eric Watkins  
Ian Whittenton  
Kevin Yargo

20 Years of Service

James Arnold  
Sean Beatty  
Harold Brown  
Lucy Coronilla  
Carol Cotter  
Calvin Deal  
Willie Everline  
Stacy Ewing Cates  
Frank Gonzales

Keith Jackson  
Jesus Lopez  
Kirk Macik  
Lanny Nowak  
Daisy Oldham  
Jennifer Prochazka  
Edward Spillane  
Robert Turner

25 Years of Service

Neil Black  
Billy Couch  
Stacy Lee  
Jennifer Nations

Kenneth Petereit  
Timothy Sullivan  
Gilbert Urrutia

30 Years of Service

Tim Hamff  
Celia Hernandez

Mayor Nichols recessed Council Meeting at 4:11 p.m. for a reception recognizing the employees for their service.

The Council Meeting reconvened at 4:23 p.m.

**3. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:24 p.m. on December 8, 2022, to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas
- Robert Danny Clack, II v. City of College Station, et al., Civil Action No. 4:22-cv-02404, in the U.S. District Court for the Southern District of Texas, Houston Division
- Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas

B. Consultation with attorney to receive legal advice; to wit:

- Legal advice regarding the process to acquire property generally located near the Carters Creek WWTP that is northeast of the intersection of Appomattox Dr. and N. Forest Pkwy. needed for the Carters Creek WWTP diversion lift station and force main.
- Legal advice regarding short term rentals.
- Legal advice related to disaster declarations.

C. Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Property generally located at the intersection of State Highway 6 South and Corporate Parkway in the Midtown Business Park.

D. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- Planning and Zoning Commission
- City Manager
- Council Self-Evaluation (Mayor Pro Tempore)

**4. Reconvene from Executive Session and take action, if any.**

Executive Session recessed at 6:32 p.m. No action was taken.

**5. Pledge of Allegiance, Invocation, consider absence request.**

**6. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.**

**6.1. Presentation proclaiming December 11, 2022 as BCS Marathon Day.**

Mayor Nichols presented a proclamation proclaiming December 11, 2022, as “BCS Marathon Day.”

**6.2. Presentation proclaiming December 10, 2022 as USA Track and Field National Junior Olympics Cross Country Championships Day.**

Mayor Nichols presented a proclamation to Robin Brown-Beamon with USA Track and Milton Mallard with Texas A&M Athletics, proclaiming December 10, 2022, as “USA Track and Field National Junior Olympics Cross Country Championships Day.”

**7. Hear Visitors Comments**



Justin Collins, College Station, came before Council to present his thoughts on easing traffic congestion by increasing mass transit and pedestrian infrastructure, while enforcing laws related to keeping that infrastructure accessible as designed.

John Nicks, Plantersville, brought before Council a variety of topics:

- To be conservative with TML Conferences each year.
- Request a policy lowering approval limits on conference spending amounts.
- Requested City Secretary to consider placing page numbers for item attachments on the actual agenda.
- Believes that the family definition of 4 unrelated and the ROO with 2 unrelated can hurt certain communities or classes of people.

Patrick Dugan, College Station, welcomed the new councilmembers and thank all our elected officials for their service. He is before Council as the President of the College Station Professional Firefighters Association to highlight the need to maintain adequately equipped and well-staffed services in our community.

## **8. WORKSHOP ITEMS**

### **8.1. Presentation, discussion, and possible action on the election of Mayor Pro Tempore.**

**MOTION:** Upon a motion made by Councilmember Harvell and a second by Councilmember Wright, the City Council voted six (6) for and none (0) opposed, with Councilmember Maloney abstaining from vote, to appoint Dennis Maloney as Mayor Pro Tempore. The motion carried unanimously.

### **8.2. Presentation, discussion, and possible action regarding an overview of multi-family solid waste collections.**

Emily Fisher, Public Works Director and Caroline Ask, Division Manager, provided a brief overview of multi-family solid waste collections.

#### Safety Training & Initiatives

- Smith Driver Instructor Training
- Driver Simulator Training
- AngelTrax Camera Systems + Software
- Solid Waste Association of North America (SWANA) + Blue Ridge Services:
  - ✓ Backing
  - ✓ Lock-Out + Tag-Out
  - ✓ Personal Protective Equipment
  - ✓ Dangerous Situations: Commercial & Residential Routes
  - ✓ Distracted Driving
  - ✓ Bulk Loads
  - ✓ Overhead Dangers

#### Training Requirements

Environmental Compliance Training – EPA & TCEQ

- Municipal Solid Waste Licenses A & B (3)
- General Hazardous Waste & Waste Screening
- Spill Prevention, Controls, & Countermeasures

- MS4 Stormwater Management
- Certified Hazardous Materials Manager

#### Department of Homeland Security & FEMA

- Disaster Management for Public Services
- Disaster Debris Management

#### Department of Transportation

- Class A & B CDLs – Endorsements
- Inspections & Maintenance

#### General Safety

- Stop The Bleed
- AEDs & CPR
- Fire Extinguisher Simulator
- Hazard Communications Program

#### Solid Waste Utility Rates

- Single-Family Dwelling: \$18.78/mo
- Multi-Family
  - ✓ City-Issued Dumpsters: \$8.58/mo per unit
  - ✓ Rolling/Compacting Dumpsters: varies on compactor size and quantity
  - ✓ Self-Contained Compactor Unit: \$203.39/pull + landfill tonnage fees + taxes
  - ✓ Temporary Roll-off box (bulk overflow): \$43.89/delivery & set-up fee + daily rental fee + landfill tonnage fees + taxes
  - ✓ Unprepared Solid Waste - Bulk overflow (one-time collection): \$76.34/load

At approximately 7:41 p.m., Mayor Nichols opened for Citizens Comments.

Lloyd Smith, College Station, came before Council to discuss the city's solid-waste pickup and receptacle location, especially at transition from apartments complex and single-family residence. Mr. Smith stated that in one instance the city has moved the receptacles at an apartment from the back of the property to the front of the property. This has led to a perception that single family garbage cans and recycling containers are allowed to remain on the street 7 days a week.

Aaron Longoria, College Station, came before Council to speak on behalf of the Barracks multi-family community and their solid-waste management issues. He stated that the community has tried to address their overflow by renting extra containers but they feel the service is still inadequate.

There being no further comments Citizen Comments was closed at 7:47 p.m.

### **8.3. Presentation and discussion in relation to the Texas A&M Student Senate Community Relations Committee.**

Ross Brady, Assistant to the City Manager, introduced several Student Senate representatives and stated that this item was at their request to make introductions and highlight a few community issues.

Jessica Williams, Student Senate Representative, stated that as of Fall 2022, 68,000 students attend Texas A&M in College Station, compared to College Station's population of around 120,000 people. This combination of large size and high population of students is unique among even college-centric towns, requiring innovation and presenting challenges as well as opportunities. Student Government has compiled this outline of what students care about and want to see from College Station. This is brought forward in hope that by working together, we can keep making this community better.

Several priorities of the Texas A&M Student Senate Community Relations Committee were presented by a delegation consisting of Kevin Peirce, Emilie Sangerhausen, Ben Crocket, and Alejandro Prieto.

- Middle Housing
- Rental Inspections
- Culture and Entertainment
- Transportation
- Economy

Jessica Williams concluded by stating that students are a large portion of the population and economy of College Station, yet our voice is often absent from local policy conversations. Improving relationships between the student body, the city, and the university will help keep College Station a great place to live, learn, and raise a family. She thanked the Council and staff for being commitment to working on the needs of students while governing our unique and vibrant city.

## **9. CONSENT ITEMS**

**Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.**

Items 9.10 and 9.11 was pulled from Consent for clarification.

***(9.10)*** Debbie Eller, Community Services Director, highlighted that the application for \$2,808,000 was approved by HUD on August 17, 2021. The application indicated the amount loaned to L.U.L.A.C Oak Hill, Inc. would be in the form of a 0% interest loan and that interest payments and fees required by the Section 108 loan would be paid out of the Community Development fund as a CDBG expense. The Guarantee Fee is 2.15%. LULAC Oak Hill Apartments is a 50-unit property constructed over 40 years ago to provide housing for low-income elderly residents and persons with disabilities.

***(9.11)*** Bryan Woods, City Manager, stated this item was requested to be pulled for changes to be made to the proposed policy.

Item 9.11 was pulled for a separate vote to state changes.

### **9.1. Presentation, discussion, and possible action of minutes for:**

- **November 21, 2022 Council Meeting**

### **9.2. Presentation, discussion, and possible action regarding adoption of the 2023 Annual Council Calendar.**

### **9.3. Presentation, discussion, and possible action approving a contract with Utility Restoration Services, Inc. for Annual Padmount Equipment Repair and Restoration in the amount of \$352,318.14.**

### **9.4. Presentation, discussion, and possible action regarding Ordinance No. 2022-4411 amending Chapter 103, "Buildings and Building Regulations," Article VI, "Short Term Rental Registration".**

**9.5. Presentation, discussion, and possible action regarding the approval of an annual price agreement for the purchase of Type D Hot Mix Asphalt to be picked up by City crews or to be delivered to the job site as requested for the maintenance of streets to BPI Materials LLC for an amount not to exceed \$2,105,000.**

**9.6. Presentation, discussion, and possible action regarding amending the City's contract with St. Joseph Regional Health Center for Employee Health Clinic operations and management services not to exceed \$252,250.**

**9.7. Presentation, discussion, and possible action on a funding agreement with the Bryan/College Station Chamber of Commerce for FY23 in the amount of \$25,000.**

**9.8. Presentation, discussion, and possible action on a construction contract with MBC Management for \$1,492,316 for construction services for the Arnold Road Fleet Fuel Station, a construction contract with A1 Pump, Inc. for \$571,507 for construction services for the Arnold Road Fleet Fuel Station, the City's contingency of \$203,377 for a total appropriation of \$2,267,200 and rejection of all previous responses in RFP 21-039 and RFP 21-068 regarding the project. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.**

**9.9. Presentation, discussion, and possible action regarding Resolution No. 12-08-22-8.9 appointing Tradd Mills as the Emergency Management Coordinator.**

**9.10. Presentation, discussion, and possible action adopting Resolution No. 12-08-22-8.10 supplementing resolution 04-28-22-8.5, authorizing a promissory note in the principal amount of \$2,808,000 pursuant to a contract for Loan Guarantee Assistance Under Section 108 of the Housing Community Development Act of 1974, as amended.**

**9.11. Presentation, discussion, and possible action regarding the City facilities and sub-facilities naming policy.**

**9.12. Presentation, discussion, and possible action regarding an interlocal agreement for cooperative purchasing with the City of Georgetown.**

**MOTION:** Upon a motion made by Councilmember Wright and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items along with item 9.12 as it appears on the dais except Consent Items 9.10 and 9.11. The motion carried unanimously.

**(9.10) MOTION:** Upon a motion made by Councilmember Smith and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to approve Consent Item 9.10. The motion carried unanimously.

**(9.11) MOTION:** Upon a motion made by Councilmember Harvell and a second by Councilmember Cunha, the City Council voted six (6) for and one (1) opposed, with Councilmember Yancy voting against to approve the Consent Item 9.11 with changes to policy sections to included potential costs associated with a name change and to change the authority to the City Council. The motion carried.

## **10. REGULAR ITEMS**

**10.1. Presentation, discussion, and possible action regarding a real estate contract for \$9,363,222 selling to Levcor Acquisition, LLC approximately 28.66 acres of land in the Midtown Business Park that is generally located near Midtown Drive and Corporate Parkway.**

Natalie Ruiz, Economic Development Director, stated that Lot 1 is an approximately 28-acre tract in Block A, Phase One, of the Midtown Business Park, generally located at Midtown Drive and Corporate Parkway. This real estate agreement is for the sale of the property for future commercial development and the net proceeds from the sale will be reflected as Other Income in the year sold in the General Fund.

**MOTION:** Upon a motion made by Councilmember Yancy, and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve a real estate contract for \$9,363,222 selling to Levcor Acquisition, LLC approximately 28.66 acres of land in the Midtown Business Park that is generally located near Midtown Drive and Corporate Parkway. The motion carried unanimously.

**10.2. Public Hearing, presentation, discussion and possible action regarding Ordinance No. 2022-4412 amending Appendix A , “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District on approximately 2 acres of land located at Harper’s Crossing Block 1 Lot 2, more generally located northeast of the intersection of Barron Road and William D Fitch Parkway.**

Robin Macias, Planning and Zoning, stated that this request is to change the base zoning of the PDD Planned Development District from C-3 Light Commercial to SC Suburban Commercial and to modify the existing Concept Plan. The existing Concept Plan was previously modified in August 2022, which changed the site layout to include two buildings and change the parking. The proposed Concept Plan will keep the site layout of two buildings with parking around the drive aisle but will reduce the maximum allowed building height and increase the landscape plantings between the parking and single-family uses. It is the applicant’s intent to build a daycare and tutoring facility at this location.

The applicant is proposing the following community benefits:

- Screen parking adjacent to single-family land use with an additional 50% landscaping.
- Reduce the maximum building height from two stories to one story.
- Reduce the maximum building height from 35 feet to 25 feet.
- Reduce the maximum height of a freestanding sign to 4 feet.

The Planning and Zoning Commission heard this item at their November 17, 2022 meeting and voted unanimously to recommend approval. Staff also recommends approval.

At approximately 8:46 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:46 p.m.

**MOTION:** Upon a motion made by Councilmember Maloney, and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4412, amending Appendix A , “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas,

by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District on approximately 2 acres of land located at Harper's Crossing Block 1 Lot 2, more generally located northeast of the intersection of Barron Road and William D Fitch Parkway. The motion carried unanimously.

**10.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4413 amending Appendix A, "Unified Development Ordinance, "Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan for approximately 45 acres located at 700 Scott & White Drive.**

Anthony Armstrong, Planning and Zoning, stated that this request is to amend the Concept Plan for the existing PDD Planned Development District zoning located at 700 Scott & White Drive. The original PDD (Ordinance No. 2010-3300) requires Tracts 2-7 to obtain approved, revised Concept Plans prior to site plan approval or the issuance of permits for the development of the property. This Concept Plan amendment is being proposed for Tracts 1 and 3.

Mr. Armstrong explained that the adopted Concept Plan shows a future parking area in Tract 1 immediately adjacent to Tract 3. The applicant is now proposing this future parking area to be a new Medical Office Building and the associated parking will be located on Tract 3. The proposed development is an approximate 100,000 square foot, 4-story medical office building with rooftop penthouse that will be less than 75 feet in height. The program services in the building will include an Ambulatory Surgery Center with 4 OR's, Sleep Center, Physical Therapy, Phlebotomy Lab, GI, Ophthalmology, Allergy, Rheumatology, Nephrology, Infectious Diseases, Endocrinology and Administration areas. The proposed development meets the standards of the PDD, and thus only requires a Concept Plan amendment.

The Planning and Zoning Commission heard this item at their November 17, 2022, meeting and voted unanimously to recommend approval. Staff recommends approval.

At approximately 8:51 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:51 p.m.

**MOTION:** Upon a motion made by Councilmember Yancy, and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4413, amending Appendix A, "Unified Development Ordinance, "Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan for approximately 45 acres located at 700 Scott & White Drive. The motion carried unanimously.

**10.4. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4414 amending Appendix A, "Unified Development Ordinance, "Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from O Office to MF Multi-Family on approximately 17 acres located at 400 Double Mountain Road.**



Anthony Armstrong, Planning and Zoning, stated that the applicant is requesting to rezone approximately 17 acres of undeveloped land located east of Medical Avenue. The subject property and surrounding properties are all included in the City of College Station Medical District Master Plan. This tract is immediately adjacent to the core of the Master Plan which includes the main campus of the Baylor Scott & White Hospital. On August 11, 2022, the City Council approved changing the Comprehensive Plan Future Land Use and Character Map designation from Medical to Urban Residential. The applicant wants to rezone the property to allow for additional residential housing in the area. A preliminary plan with several waivers to street connections through the site has already been submitted and is currently under staff review.

Mr. Armstrong explained that the applicant states that they believe the zoning change will allow for the development of a vacant piece of land that has sat undeveloped for several years. City staff believes that the proposed MF Multi-Family zoning is not the best zoning for the proposed area as demand of medical related uses is still being seen in immediately adjacent areas.

The Planning and Zoning Commission heard this item at their November 17, 2022, meeting and voted 5-2 to recommend approval. Staff recommends denial of the request to rezone from O Office to MF Multi-Family.

At approximately 9:30 p.m., Mayor Nichols opened the Public Hearing.

Jackie Banks, representing the applicant, spoke in support of the project.

There being no further comments, the Public Hearing was closed at 9:37 p.m.

**MOTION:** Upon a motion made by Councilmember Wright, and a second by Councilmember Yancy, the City Council voted five (5) for and two (2) opposed, with Councilmember Harvell and Maloney voting against, to adopt Ordinance No. 2022-4414, amending Appendix A, “Unified Development Ordinance,” Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map”, of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from O Office to MF Multi-Family on approximately 17 acres located at 400 Double Mountain Road. The motion carried.

**10.5. Presentation, discussion, and possible action regarding a funding agreement with Unlimited Potential for an amount not to exceed \$345,424 for the demolition of the dilapidated and unsafe structure at 1115 Anderson.**

Debbie Eller, Community Services Director, stated that as requested by Council at the July 24, 2022, meeting, this funding agreement with Unlimited Potential will provide an amount not to exceed \$345,424 for the demolition of a dilapidated and unsafe structure located at 1115 Anderson. Funding is available from the Community Development budget in the amount of \$105,424 in Community Development Block Grant funds and \$240,000 in General Funds. Mrs. Eller explained that \$105,424 in Community Development Block Grant funds included in the FY 2023 budget and \$240,000 in General Funds Assigned Fund Balance will be utilized to cover the cost of this contract.

Staff recommends approval of a funding agreement in an amount not to exceed \$345,424, \$105,424 in CDBG and \$240,000 in General Funds, for the demolition of 1115 Anderson.

**MOTION:** Upon a motion made by Councilmember Maloney, and a second by Councilmember Wright, the City Council voted five (5) for and two (2) opposed, with Councilmember Harvell and

Maloney voting against, to approve a funding agreement with Unlimited Potential for an amount not to exceed \$345,424 for the demolition of the dilapidated and unsafe structure at 1115 Anderson. The motion carried.

**10.6. Presentation, discussion, and possible action regarding Ordinance No. 2022-4415 consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.**

Bryan Woods, City Manager, stated that on December 5, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, July 14, 2022, August 8, 2022, September 7, 2022, October 7, 2022 and November 7, 2022. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

At approximately 10:07 p.m., Mayor Nichols opened for Citizens Comments.

John Nicks, Plantersville, came before Council to speak against the ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency and needed to end this evening.

There being no further comments, the Citizen Comments was closed at 10:08 p.m.

It was the consensus of Council that a renewal of disaster declaration not come before them again once it has expired.

**MOTION:** Upon a motion made by Councilmember Harvell, and a second by Councilmember Wright, the City Council voted five (5) for and two (2) opposed, with Councilmember Cunha and Yancy voting against, to adopt Ordinance No. 2022-4415, consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency. The motion carried.

**11. Council Calendar**

Council reviewed the calendar.

**12. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.**



Councilmembers Smith and Maloney spoke on the Governor's Small Business Series.

Councilmember Cunha recognized the Parks Department for Christmas in the Park.

**13. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)**

Councilmember Maloney reported on BVEDC.

**14. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.**

No items at this time.

**15. Adjournment.**

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 10:17 p.m. on Thursday, December 8, 2022.

\_\_\_\_\_  
John P. Nichols, Mayor

ATTEST:

\_\_\_\_\_  
Tanya Smith, City Secretary

**January 12, 2023**

**Item No. 7.2.**

**Presentation, possible action, and discussion regarding the purchase of a three-year Enterprise Agreement for Microsoft licenses in the amount of \$302,915.64 per year.**

**Sponsor:** Sam Rivera

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a three-year enterprise agreement with SHI for Microsoft software licenses for \$302,915.64 per year.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** CIO recommends approval

**Summary:** In August of 2019 Council approved a three-year agreement for Microsoft Office 365. For FY23 the IT department received budgetary approval for Office 365 Identity Protection and Management for \$131,000 per year. Currently Office 365 costs the city \$190,000 per year. Combining both products into a new three-year agreement would cost \$302,915 per year. Purchased under two different agreements would normally cost \$321,000 but by combining under one agreement the city can save just over \$18,000 per year.

With this purchase IT proposes replacing the current Microsoft licenses subscription with a Microsoft Enterprise Agreement license package. An Enterprise Agreement offers the best value to organizations with more than 500 users. Some of the benefits are that this package has the best value, offers flexibility, and it is manageable. The Enterprise agreement package has the best savings by deploying a common IT platform that will be used across the organization. Also, the licenses provide access to the latest software and technologies, including Microsoft cloud services. The Enterprise Agreement also allows the City to get support and maintenance directly from Microsoft.

The licenses included in the contract are the following: Microsoft 365 G3 and F3, Exchange Online Archiving, Microsoft Teams Audio Conferencing, Power BI Pro, PowerApps, Microsoft Project Plan 3, Microsoft Teams Phone, Microsoft Visio P1 and P2, and Windows Server. The Enterprise Agreement also includes the ability to have Multi-Factor Authentication (Azure AD P1 licenses) when users try to connect to Microsoft cloud while not on City network (working off-site).

**Budget & Financial Summary:** Funds are available through the IT software funds and an SLA that was approved for FY 23 for the purchase of Microsoft Identity and Protection. The first-year costs of the license package are \$302,915.64.

**Attachments:**

1. SHI Quote-22760869



Pricing Proposal  
Quotation #: 22760869  
Created On: 11/15/2022  
Valid Until: 12/30/2022

## CITY OF COLLEGE STATION

### Daniel Merkel

P.O. BOX 9960  
ATTN: ACCOUNTS PAYABLE  
COLLEGE STATION, TX 77842  
United States  
Phone: 979-764-3498  
Fax:  
Email: dmerkel@cstx.gov

## Inside Account Manager

### Jeidys Noboa

290 Davidson Ave  
Somerset, NJ, 08873  
Phone: | Toll Free: 888-394-5232 ext.:  
6524741  
Fax: 888-394-5322  
Email: Jeidys\_Noboa@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 <b>Note:</b> year 1 of 3	631	\$381.12	\$240,486.72
2	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 <b>Note:</b> year 1 of 3	469	\$84.48	\$39,621.12
3	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 <b>Note:</b> year 1 of 3	469	\$28.44	\$13,338.36
4	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	1100	\$0.00	\$0.00
5	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 <b>Note:</b> year 1 of 3	76	\$92.28	\$7,013.28
6	PowerAppsPlanGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: SEL-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 <b>Note:</b> year 1 of 3	1	\$216.00	\$216.00
7	Project P3 GCC Sub Per User	3	\$276.00	\$828.00

Microsoft - Part#: 7MS-00001  
Contract Name: Microsoft Software VAR  
Contract #: DIR-TSO-4092  
**Note:** year 1 of 3

8	Teams Phone Standard GCC Sub Per User Microsoft - Part#: LK9-00003 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 <b>Note:</b> year 1 of 3	1	\$73.44	\$73.44
9	Visio P1 GCC Sub Per User Microsoft - Part#: HWT-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 <b>Note:</b> year 1 of 3	2	\$46.20	\$92.40
10	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 <b>Note:</b> year 1 of 3	9	\$138.48	\$1,246.32
11	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 <b>Note:</b> year 1 of 3 PLACEHOLDER – COSTS TBD	58	\$0.00	\$0.00
			Total	\$302,915.64

#### Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

**January 12, 2023**

**Item No. 7.3.**

**BVWACS Annual Operating & Maintenance and Capital Budget**

**Sponsor:** Sam Rivera

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the FY23 BVWACS budget.

**Relationship to Strategic Goals:**

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure

**Recommendation(s):** CIO recommends approval of the budget for \$173,116.84 for the City of College Station portion of the BVWACS FY2023 Budget

**Summary:** The Brazos Valley Wide Area Communications System (BVWACS) is an interoperable radio system that allows public safety (and supporting) agencies to communicate throughout the Brazos Valley. The City of College Station is the biggest BVWACS partner with 985 radios in use. The BVWACS budget allocation is based on the number of radios an agency uses.

The BVWACS budget of \$737,811.65 was proposed and approved by the BVWACS Governing Board. The City of College Station portion of this cost is 23.46% of the BVWACS system. This amount is an increase of \$4,546.48 from FY2022. This is due to increase in the Motorola Maintenance fee and the addition of nine radios.

**Budget & Financial Summary:** Funds are budgeted and available through IT Communications Professional Services account

**Attachments:**

1. 2022\_04\_27 BVWACS FY2023 Approved Budget

## BVWACS FY2023 Approved Budget

Description	FY2021	FY2022	FY21/22 Change
Capital Fund Contributions	\$ 103,377.05	\$ 103,377.05	\$0.00
<b>Expenses</b>			
Salary - System Manager	\$ 102,482.22	\$ 106,069.10	\$3,586.88
Salary - BVCOG Misc	\$ 7,229.89	\$ 7,519.09	\$289.20
<b>Salary Total</b>	<b>\$ 109,712.11</b>	<b>\$ 113,588.18</b>	<b>\$3,876.07</b>
<b>Benefits Total</b>	<b>\$ 31,328.59</b>	<b>\$ 32,581.73</b>	<b>\$1,253.14</b>
<b>General, Administrative, &amp; Maintenance Expense</b>			
Consulting Fees *Other Admin*	\$ -	\$ -	\$0.00
Professional Fees *Other Admin*	\$ 3,500.00	\$ 3,500.00	\$ -
Audit Expense *Other Admin*	\$ 2,581.26	\$ 2,684.51	\$103.25
Travel Expense	\$ 8,000.00	\$ 8,000.00	\$0.00
Maintenance, Motorola	\$ 213,258.02	\$ 228,062.07	\$14,804.05
Maintenance, Harris County	\$ 58,786.32	\$ 64,022.94	\$5,236.62
Maintenance, General *Contingency*	\$ 35,000.00	\$ 35,000.00	\$0.00
Supply Expense *Other Admin*	\$ -	\$ -	\$0.00
Copier Expense *Postage & Printing*	\$ 400.00	\$ 400.00	\$0.00
Maintenance, Data Connectivity	\$ 50,000.00	\$ 50,000.00	\$0.00
Telephone Expense	\$ 1,800.00	\$ 1,800.00	\$0.00
Postage Expense *Postage & Printing*	\$ 75.00	\$ 75.00	\$0.00
Insurance, General	\$ 15,000.00	\$ 15,000.00	\$0.00
Training and Meeting Expense *Other Admin*	\$ 3,000.00	\$ 3,000.00	\$0.00
<b>General, Admin, &amp; Maintenance Expense Total</b>	<b>\$ 391,400.60</b>	<b>\$ 411,544.52</b>	<b>\$20,143.92</b>
<b>Indirect</b>			
Indirect Cost Expense	\$ 27,325.00	\$ 28,418.00	\$1,093.00
<b>ISF</b>			
Accounting Service ISF	\$ 9,944.53	\$ 10,342.31	\$397.78
System Administration ISF	\$ 11,195.05	\$ 11,642.85	\$447.80
Copy/Fax Service ISF	\$ 512.12	\$ 532.60	\$20.48
Human Resource Management ISF	\$ 8,455.95	\$ 8,794.19	\$338.24
Office Space ISF	\$ 8,336.74	\$ 8,670.21	\$333.47
Receptionist/Internet/Local Phone ISF	\$ 8,000.00	\$ 8,320.00	\$320.00
<b>ISF Total</b>	<b>\$ 46,444.39</b>	<b>\$ 48,302.17</b>	<b>\$1,857.78</b>
<b>Annual Operating &amp; Maintenance Total</b>	<b>\$ 606,210.69</b>	<b>\$ 634,434.60</b>	<b>\$28,223.91</b>
<b>Annual Operating, Maintenance, &amp; Capital Total</b>	<b>\$ 709,587.74</b>	<b>\$ 737,811.65</b>	<b>\$28,223.91</b>

FY2022						
	Count	%	O&M	Capital	Total	
College Station	974	23.76%	\$ 144,012.00	\$ 24,558.35	\$ 168,570.36	<div>Annual (Includes Capital) Per Radio</div> <div>Per Radio/Year \$ 173.07</div> <div>Per Radio/Month \$ 14.42</div>
Bryan	484	11.80%	\$ 71,562.43	\$ 12,203.53	\$ 83,765.97	
Brazos	551	13.44%	\$ 81,468.80	\$ 13,892.87	\$ 95,361.67	
TAMU	333	8.12%	\$ 49,236.14	\$ 8,396.23	\$ 57,632.37	
Washington County	690	16.83%	\$ 102,020.82	\$ 17,397.60	\$ 119,418.42	
Brenham	308	7.51%	\$ 45,539.73	\$ 7,765.89	\$ 53,305.62	
Grimes	341	8.32%	\$ 50,418.99	\$ 8,597.94	\$ 59,016.93	
Madison	203	4.95%	\$ 30,014.82	\$ 5,118.42	\$ 35,133.25	
Burleson	216	5.27%	\$ 31,936.95	\$ 5,446.21	\$ 37,383.16	
<b>Total</b>	<b>4100</b>	<b>100.00%</b>	<b>\$ 606,210.69</b>	<b>\$ 103,377.05</b>	<b>\$ 709,587.74</b>	

FY2023 Approved							
	Count	%	O&M	Capital	Total	Change	
College Station	985	23.46%	\$ 148,860.91	\$ 24,255.93	\$ 173,116.84	\$ 4,546.48	Annual (Includes Capital) Per Radio Per Radio/Year \$ 175.75 Per Radio/Month \$ 14.65
Bryan	489	11.65%	\$ 73,901.51	\$ 12,041.78	\$ 85,943.28	\$ 2,177.31	
Brazos	557	13.27%	\$ 84,178.20	\$ 13,716.30	\$ 97,894.50	\$ 2,532.83	
TAMU	327	7.79%	\$ 49,418.80	\$ 8,052.48	\$ 57,471.27	\$ (161.10)	
Washington County	737	17.56%	\$ 111,381.21	\$ 18,148.85	\$ 129,530.06	\$ 10,111.63	
Brenham	280	6.67%	\$ 42,315.79	\$ 6,895.09	\$ 49,210.88	\$ (4,094.74)	
Grimes	374	8.91%	\$ 56,521.81	\$ 9,209.87	\$ 65,731.67	\$ 6,714.74	
Madison	233	5.55%	\$ 35,212.78	\$ 5,737.70	\$ 40,950.48	\$ 5,817.23	
Burleson	216	5.15%	\$ 32,643.61	\$ 5,319.07	\$ 37,962.68	\$ 579.52	
Total	4198	100.00%	\$ 634,434.60	\$ 103,377.05	\$ 737,811.65	\$ 28,223.91	

FY23 APPROVED																						
Capital Equipment Replacement Reserve (CERRF)																						
Current Balance			\$	1,850,608.69																		
<div>Contributions</div> <table><tr><td>FY18</td><td>\$</td><td>310,131.13</td></tr><tr><td>FY19</td><td>\$</td><td>206,754.09</td></tr><tr><td>FY20</td><td>\$</td><td>206,754.09</td></tr><tr><td>FY21</td><td>\$</td><td>103,377.05</td></tr><tr><td>FY22</td><td>\$</td><td>103,377.05</td></tr><tr><td>FY23</td><td>\$</td><td>103,377.05</td></tr></table>					FY18	\$	310,131.13	FY19	\$	206,754.09	FY20	\$	206,754.09	FY21	\$	103,377.05	FY22	\$	103,377.05	FY23	\$	103,377.05
FY18	\$	310,131.13																				
FY19	\$	206,754.09																				
FY20	\$	206,754.09																				
FY21	\$	103,377.05																				
FY22	\$	103,377.05																				
FY23	\$	103,377.05																				
FY2023 Projected Balance After 10/1/2022			\$	1,953,985.74																		
Approved Allocations																						
College St	985	23.46%	\$	24,255.93																		
Bryan	489	11.65%	\$	12,041.78																		
Brazos Co	557	13.27%	\$	13,716.30																		
TAMU	327	7.79%	\$	8,052.48																		
Washington Co	737	17.56%	\$	18,148.85																		
Brenham	280	6.67%	\$	6,895.09																		
Grimes Co	374	8.91%	\$	9,209.87																		
Madison Co	233	5.55%	\$	5,737.70																		
Burleson Co	216	5.15%	\$	5,319.07																		
Total	4,198	100.00%	\$	103,377.05																		



**January 12, 2023**  
**Item No. 7.4.**  
**Utility Billing Software – Change Order No. 2**

**Sponsor:** Sam Rivera

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on a change order for \$74,426 to the utility billing software master services agreement with Origin Utility, Inc.

**Relationship to Strategic Goals:**

Good Governance

Financial Sustainability

Core Services & Infrastructure

Sustainable City

**Recommendation(s):** Staff respectfully recommends approval of Change Order No. 2.

**Summary:** On September 22, 2022, City Council approved a Master Services Agreement with Origin Utility Inc. for utility billing software subscription and implementation services for a not to exceed amount of \$2,273,185.09. The intent of this project is to replace the current billing system as it is no longer being supported by the developer which presents a high risk for loss of data, system failure and security vulnerabilities.

Change Order No. 1, which is a zero-dollar change order, was approved November 30, 2022 and provides for a City-requested extension to the project schedule and modifies the deliverables inventory as a result of a change in the implementation methodology. Change Order No. 2 extends the software parallel testing schedule, per the City's request, and the duration of the Discovery workshops. This change order increases the implementation (professional services) cost as additional hours are required to accommodate said schedule changes. Approval of Change Order No. 2 will result in a revised contract amount that is not to exceed \$2,347,611.09.

**Budget & Financial Summary:** This project is fully funded in Facilities & Technology CIP.

**Attachments:**

1. 22300615CO2

## Change Request Form

### Master Services Agreement between Origin Utility, Inc., and The City of College Station for Utility Software Subscription Services

**The terms and condition stated in Contract No. 22300615 apply to this change order. All other terms and condition remain in full force and effect, unless stated below.**

This change refers to SOW #\_\_\_\_\_01\_\_\_\_\_ Dated: 9/13/22

Change Order #:	02		
Project Name:	College Station SmartCity Implementation		
Request Date:	11/28/2022		
Target Start Date:	10/24/22	Target End Date:	02/05/24 (end of hypercare)
Go Live Date:	11/10/23		
Origin Project Manager:	Natasha Sumner		
Reason for Change:	This change is a result of the schedule changes and accommodation requested by the College Station PM.		



<p>Change Summary:</p>	<p>This change request accomplishes the following items:</p> <p><u>Schedule Change</u></p> <ul style="list-style-type: none"> <li>□ It extends the original duration for parallel testing by 5 weeks to account for the extension of this activity, as requested by the PM, Iroshi Smith.</li> <li>□ It extends the duration of the Discovery workshop by 2 weeks. These workshops were originally planned to occur over a 2-week period.</li> <li>□ It moves the end-user training activity to occur at a later date at the end of September (this change does not materially affect the schedule).</li> <li>□ It re-sequences the integration efforts, to prioritize the Single Sign On (SOS) effort earlier in the project (this change does not materially affect the schedule).</li> <li>□ Please see attached for an updated schedule.</li> </ul> <p><u>Cost Change</u></p> <ul style="list-style-type: none"> <li>□ This change order increases the cost of the SmartCity implementation to account for the additional resource cost incurred as a result of the above-mentioned schedule changes. The following provides a summary of the additional hours and associated costs. <ul style="list-style-type: none"> <li>o 620 additional hours to allow for a 5-week extension of the parallel testing activity.</li> <li>o 198 additional hours to allow for a 2-week extension of the discovery workshops.</li> <li>o Total CO hours, 818; Total CO cost, \$124,042 (per rate card in SOW)</li> <li>o Discount of 40% applied to final CO cost. Discounted cost: \$74,426.</li> </ul> </li> </ul>
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## Signatures

**Origin:****ORIGIN UTILITY, INC.**

By: \_\_\_\_\_

**Justin Saye, CEO**

Date: \_\_\_\_\_

**Customer:****THE CITY OF COLLEGE STATION**

By: \_\_\_\_\_

**City Manager**

Date: \_\_\_\_\_

\_\_\_\_\_  
**City Attorney**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Assistant City Manager/CFO**

Date: \_\_\_\_\_

ID	Deliverables Inventory	Description	Status	Project Phase	Origin Lead	SOW Date
D1	ProjectSchedule	Detailed list of phases, milestones, dates, and durations.	Not Started	Engage	Natasha Sumner	09/27/22
D2	Project Kick-Off Summary	Document that outlines the discussion and decisions that occurred during the project kick-off meeting.	Not Started	Engage	Natasha Sumner	10/02/22
D3	Deliverables Inventory	Provides complete list of deliverables for a given project.	Not Started	Engage	Natasha Sumner	N/A
D4	Communication Plan	Outlines how information will be communicated throughout the project.	Not Started	Engage	Natasha Sumner	N/A
D5	Data Migration Strategy	Provides a big-picture plan for converting client's existing data to the new solution.	Not Started	Engage	Muhssin Saliman	N/A
M1	Engage Phase Complete					10/17/22
D6	Requirements Traceability Matrix/User Story Backlog	Created in the Engage phase, this document contains a list of requirements and their associated user story with acceptance criteria.	Not Started	Enable	Audrey Hayes	N/A
<del>D7</del>	Enterprise Application Survey	<del>Created in the Engage phase, this document describes how the solution will fit with all of the other various components and applications.</del>	<del>Not Started</del>	Enable		N/A
M2	Enable Phase Complete					10/17/22
D7	Sprint 2 Package	Due at the conclusion of each sprint, this package contains: - Sprint Backlog - Sprint Velocity	Not Started	Construct	Audrey Hayes	N/A
D8	Sprint 4 Package	Due at the conclusion of each sprint, this package contains: - Sprint Backlog - Sprint Velocity	Not Started	Construct	Audrey Hayes	N/A
D9	Sprint 6 Package	Due at the conclusion of each sprint, this package contains: - Sprint Backlog - Sprint Velocity	Not Started	Construct	Audrey Hayes	N/A
D10	Sprint 8 Package	Due at the conclusion of each sprint, this package contains: - Sprint Backlog - Sprint Velocity	Not Started	Construct	Audrey Hayes	N/A
D11	Sprint 9 Package	Due at the conclusion of each sprint, this package contains: - Sprint Backlog - Sprint Velocity	Not Started	Construct	Audrey Hayes	N/A
D12	Batch Schedule	Establishes the processes that need to be run through the batch process overnight, and a schedule to configure those jobs to be run through the batch scheduler.	Not Started	Construct	Audrey Hayes	N/A
D13	End-User Materials	Training materials used to train the client's end-users.	Not Started	Construct	Katya Theis	N/A
<del>D14</del>	<del>Solution Package</del>	<del>Due at the conclusion of the Construct phase, this deliverable contains code, release notes, scripts to update the configuration, and the configuration workbook.</del>	<del>Not Started</del>	<del>Construct</del>		<del>N/A</del>
M3	Construct Phase Complete					02/09/23
D14	System Integration Test Completion	System Integration Testing has been completed and signed-off by the client.	Not Started	Confirm	Muhssin Saliman	N/A
D15	Parallel Test Completion	Parallel Testing has been completed and signed-off by the client.	Not Started	Confirm	Audrey Hayes	N/A
<del>D16</del>	<del>User Acceptance Testing Completion</del>		<del>Not Started</del>	<del>Confirm</del>		<del>N/A</del>
M4	Confirm Phase Complete					04/20/23

D16	Cut-Over / Deployment Plan	This checklist outlines the functional, technical, conversion and OCM activities that are required for go-live.	Not Started	Transition to Operate	Natasha Sumner	N/A
D17	Go-Live Readiness Assessment	Go-No-Go call, and confirmation of Go-Live date.	Not Started	Transition to Operate	Natasha Sumner	04/30/23
M5	Milestone 5 Completion - Go-Live	Client has gone live and is working in their new system.	Not Started	Transition to Operate	Natasha Sumner	05/10/23
D18	Project Closure Letter	Providing a summary of the project, its milestones, and accomplishments, this letter is the last activity a project manager will perform on the project.	Not Started	Transition to Operate	Natasha Sumner	N/A
M6	Transition to Operations Phase Complete					7/19/2023

Signing Date >>>

9/22/2022

ID	Duration (post signing)	Contract Invoice Date	CR1 Invoice Date	CR2 Invoice Date	Monthly Fee	Deliverable Value	Software	10% Retainage	Total	Description	Description (ECO2)
1	15	10/07/22	09/22/22	09/22/22		\$96,902.17	\$73,940.80	\$9,690.22	\$161,152.75	Contract signing + one time license fee	Contract signing + one time license fee
2	60	11/21/22	11/21/22	11/30/22	\$60,000.00		\$73,940.80	\$6,000.00	\$127,940.80		
3	90	12/21/22	12/21/22	12/30/22		\$75,588.74	\$73,940.80	\$7,558.87	\$141,970.67	Engage Phase complete	Engage Phase complete
4	120	01/20/23	01/20/23	01/20/23		\$75,588.74	\$73,940.80	\$7,558.87	\$141,970.67	Data Migration Strategy	Data Migration Strategy
5	150	02/19/23	02/19/23	02/19/23	\$61,442.60		\$73,940.80	\$6,144.26	\$129,239.14		
6	180	03/21/23	03/21/23	03/21/23	\$61,442.60			\$6,144.26	\$55,298.34		
7	210	04/20/23	04/20/23	04/28/23	\$61,442.60			\$6,144.26	\$55,298.34	Construct Phase complete	Sprint packages 1 - 4
8	240	05/20/23	05/19/23	05/19/23	\$61,442.60			\$6,144.26	\$55,298.34		
9	270	06/19/23	06/19/23	06/30/23	\$61,442.60			\$6,144.26	\$55,298.34	Confirm Phase complete + Go Live	Sprint Packages 5 - 9
10	290	07/09/23	07/20/23	07/28/23		\$75,588.74		\$7,558.87	\$68,029.87		Construct Phase complete
11	320	08/08/23	08/25/23	08/28/23	\$61,442.60			\$6,144.26	\$55,298.34	Project Close Out/Retainage Payout	
12				9/31/23	\$61,442.60			\$6,144.26	\$55,298.34		Confirm Phase Complete
13				10/31/23	\$61,442.60			\$6,144.26	\$55,298.34		
14	350	09/07/23	09/29/23	11/15/23		\$45,353.26		\$4,535.33	\$40,817.93		Go Live Complete
15				12/31/23	\$61,442.60			\$6,144.26	\$55,298.34		
16				01/31/24	\$61,442.60			\$6,144.26	\$55,298.34		
17				02/28/24		\$104,344.77			\$104,344.77		Hypercare Completion
Totals					\$ 674,426.00	\$ 473,366.42	\$ 369,704.00	\$ 104,344.77	\$ 1,413,151.65		

Reference Original Payment Schedule below

**VI. Pricing and Payment.** Origin will invoice the City a monthly fixed fee of \$60,000 until the termination or expiration of this SOW. Origin will further invoice the City monthly for any Milestones delivered in the previous month. The payment terms of the MSA will control all payments. *The City will withhold 10% of each payment for retainage until final complete system acceptance by the City.*

*The estimated invoice dates below are days after contract execution.*

Est. Invoice Date	Monthly Fee	Deliverable Value	Software	10% Retainage	Total	Description
Signing + 15 days		\$96,902.17	\$73,940.80	\$9,690.22	\$161,152.75	Contract Signing One Time License Fee
Signing + 60	\$60,000		\$73,940.80	\$6,000.00	\$127,940.80	
Signing + 90	\$60,000	\$75,588.74	\$73,940.80	\$13,558.87	\$195,970.60	Engage Phase Complete
Signing + 120	\$60,000	\$75,588.74	\$73,940.80	\$13,558.87	\$195,970.60	Data Migration Strategy
Signing + 150	\$60,000		\$73,940.80	\$6,000.00	\$127,940.80	
Signing + 180	\$60,000			\$6,000.00	\$54,000.00	
Signing + 210	\$60,000	\$75,588.74		\$13,558.87	\$122,029.87	Construct Phase Complete
Signing + 240	\$60,000			\$6,000.00	\$54,000.00	
Signing + 270	\$60,000	\$45,353.26		\$10,535.33	\$94,817.93	Confirm Phase Complete Go-Live
Signing + 290	\$60,000			\$6,000.00	\$54,000.00	
Signing + 320	\$60,000			\$6,000.00	\$54,000.00	
Signing + 350		\$96,902.17			\$96,902.17	Project Close Out/Retainage Payout
<b>Totals</b>	<b>\$600,000</b>	<b>\$465,923.82</b>	<b>\$369,704.00</b>	<b>\$96,902.17</b>	<b>\$1,338,725.65</b>	



**January 12, 2023**

**Item No. 7.5.**

**HOME Investment Partnership Program - Elder Aid funding agreement**

**Sponsor:** Debbie Eller, Director of Community Services

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a HOME Investment Partnership Program Community Housing Development Organization funding agreement in the amount of \$274,800 with Elder Aid to provide funds to acquire and rehabilitate a duplex located at 1225-1227 Georgia Street.

**Relationship to Strategic Goals:**

Core Services & Infrastructure, Neighborhood Integrity

**Recommendation(s):** Staff recommends approval of the HOME CHDO funding agreement with Elder Aid in the amount of \$274,800 for the purchase of 1225-1227 Georgia Street.

**Summary:** Elder Aid works to minimize the stress the elderly encounter as they cope with affordable housing, health and wellness, inadequate funding for basic needs, loneliness, disabilities, and the loss of loved ones. Their mission is to ensure that the elderly in the Brazos Valley remain independent and in the community for as long as possible.

Elder Aid has been a certified Community Housing Development Organization (CHDO) with the City of College Station since 2015. The HOME Investment Partnership Program grant that the City receives from the U. S. Department of Housing and Urban Development requires that 15% of the annual grant allocation be awarded to a non-profit that meets the CHDO requirements. These requirements include the mission to expand affordable housing opportunities, low-income representation on their Board, sound financial management, and experienced staff.

Since becoming a certified CHDO with the City, Elder Aid has received \$2,515,518 to purchase 10 duplexes in College Station that created 20 affordable rental units for low-income elderly households. The funding provided included acquisition and rehabilitation expenses.

This funding agreement will allow Elder Aid to purchase an additional duplex at 1225/1227 Georgia Street, complete a full rehabilitation, and create 2 additional affordable rental units for low-income elderly households.

The funding from the FY23 Community Development budget will provide the full amount needed for the acquisition and rehabilitation of 1225/1227 Georgia Street.

**Budget & Financial Summary:** \$274,800.00 in HOME funds available in the FY2023 Community Development budget for Rental Housing Rehabilitation.

**Attachments:**

1. HOME CHDO Funding Agreement - Elder Aid 1225-1227 Georgia REV
2. 1225-1227 Georgia Location Map

**CITY OF COLLEGE STATION  
HOME INVESTMENT PARTNERSHIP FUNDING AGREEMENT**

**ARTICLE I  
PARTIES**

**1.01** This HOME CHDO Allocation of Funding (*Federal Award Identification CFDA 14-239 and Federal Award Date 10/1/2021 and 10/1/2022*) Agreement (the “Agreement”) is between the **City of College Station** (“City”), a **Texas Home Rule Municipal Corporation**, and **Elder-Aid, Inc.** (“Recipient”), a Texas Non-Profit Corporation (collectively referred to as the “Parties”).

**ARTICLE II  
AGREEMENT PERIOD**

**2.01** This Agreement will terminate on **January 12, 2025**, unless extended by a written agreement. This Agreement will remain valid throughout the “Period of Affordability” as defined in 22.02.

**ARTICLE III  
RECIPIENT PERFORMANCE**

**3.01** Recipient may administer at least one Project for acquisition and rehabilitation of suitable property of two units of affordable rental housing (Projects) in the City of College Station in accordance with the HOME INVESTMENT PARTNERSHIPS ACT, 42 U.S.C. § 12701 (THE ACT) and the implementing regulations, 24 C.F.R. PART 92, and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES.

**3.02** Recipient shall perform all activities in accordance with the terms of the Performance Statement, (“**Exhibit A**”); the Budget, (“**Exhibit B**”); the Project Implementation Schedule, (“**Exhibit C**”); the Applicable Laws and Regulations, (“**Exhibit D**”); the Certifications, (“**Exhibit E**”); the Insurance Requirements and Certificates of Insurance (“**Exhibit F**”), the assurances, covenants, warranties, certifications, and all other statements made by Recipient in its application for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

**3.03** In the event the affordability requirements of 24 C.F.R. § 92.254 are not satisfied by Recipient hereunder, Recipient shall bear ultimate responsibility for repayment of HOME funds to the City.

**3.04** In the event that there is program income, repayments, or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503, as outlined in the Performance Statement, “**Exhibit A**”.

**ARTICLE IV**

## PAYMENT AND CITY OBLIGATIONS

Measure of Liability. In consideration of full and satisfactory performance of the activities referred to in Article V of this Agreement, City may pay for actual and reasonable costs up to the amount of **Two Hundred Seven Thousand, Four Hundred Ninety-Seven and 00/100 Dollars (\$207,297.00)** that will be paid from the Fiscal Year 2022 Community Development Budget (HUD Grant Year 2021) and **Sixty-Seven Thousand, Five Hundred Three and 00/100 Dollars (\$67,503.00)** that will be paid from Fiscal Year 2023 Community Development Budget (HUD Grant Year 2022) for a total of **Two Hundred Seventy-Four Thousand, Eight Hundred and 00/100 Dollars (\$274,800.00)**. These costs incurred by Recipient during the agreement period for performances rendered under this Agreement by Recipient are subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this Agreement are contingent upon the actual receipt of adequate local or federal funds. If adequate funds are not available to make payments under this Agreement, the City shall notify Recipient in writing within a reasonable time after it is determined funds are not available. The City shall then terminate this Agreement and will not be liable for failure to make payments to Recipient under this Agreement.
- (b) City shall not be liable to Recipient for any costs incurred by Recipient, or any portion thereof, which have been paid to Recipient or which are subject to payment to Recipient, or which have been reimbursed to Recipient, or are subject to reimbursement to Recipient, by any source other than City or Recipient.
- (c) City shall not be liable to Recipient for any costs incurred by Recipient which are not eligible project costs, as set forth in 24 C.F.R. § 92.206(A) and Article VI of this Agreement. Funds provided under this Agreement shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 C.F.R. § 92.214.
- (d) City shall not be liable to Recipient for any costs incurred by Recipient or for any performances rendered by Recipient which are not strictly in accordance with the terms of this Agreement, including the terms of the Exhibits of this Agreement.
- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this Agreement.

### 4.01 Limit of Liability

**Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by City under this Agreement shall under no circumstances exceed Two Hundred Seventy-Four, Thousand Eight Hundred and 00/100 Dollars (\$274,800.00) from the HUD Grant Year 2021 and 2022 Budget.**

## Article V

## **DISBURSEMENT OF FUNDS**

**5.01** City shall pay costs incurred which it determines are eligible and which are properly submitted under this Agreement in accordance with the requirements of 24 C.F.R. § 92.502. Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs.

**5.02** Any and all Program Income as defined by 24 C.F.R. § 84.2 must be disbursed by Recipient prior to requesting a disbursement of funds from the City.

**5.03** The Parties agree that City's obligations to make payments under this Agreement are contingent upon Recipient's full and satisfactory performance of its obligations under this Agreement. City reserves the right to recover, recapture or offset funds paid under this Agreement in the event City determines Recipient will be unable to commit or expend funds within the prescribed time, as determined by the City. Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

## **ARTICLE VI UNIFORM ADMINISTRATIVE REQUIREMENTS, COSTS PRINCIPLES AND PROGRAM INCOME FOR GOVERNMENT ENTITIES AND NON-PROFITS**

**6.01** Recipient shall comply, as related to HOME provisions, with the requirements and standards of revised OMB Circular Title 2, Uniform Administrative Requirements, Cost Principles for Nonprofit Organizations, and Audit Requirements for Federal Awards, which supersedes and combines the requirements of eight existing OMB Circulars (A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133).

## **ARTICLE VII RETENTION AND ACCESSIBILITY OF RECORDS**

**7.01** Recipient must establish and maintain sufficient records, including those listed under 24 C.F.R. § 92.508. The sufficiency of the records will be determined by City.

**7.02** All records pertinent to this Agreement shall be retained by Recipient for five calendar years after the Period of Affordability, specified in Section 22.02, has expired with the following are exceptions:

- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.

- (b) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 C.F.R. § 92.353.

**7.03** Recipient shall give HUD, the Comptroller General of the United States, the City of College Station, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Recipient pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Recipient. Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

**7.04** Recipient shall require the substance of this Article VII to be included in all subcontracts for the use of funds under this Agreement.

**7.05** Recipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

## **ARTICLE VIII REPORTING REQUIREMENTS**

**8.01** Recipient shall submit to City such reports on the operation and performance of this Agreement as may be required by City including, but not limited to the reports specified in this Article VIII.

**8.02** Recipient shall provide City with all reports necessary for City's compliance with 24 C.F.R. §§ 92.508, 92.509 and 24 C.F.R. SUBPART K or any other applicable statute, law or regulation. Recipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status.

**8.03** Recipient will report any project or program delays or modifications and await City approval before proceeding.

**8.04** Recipient will also report any instances of client fraud or program abuse to the City. Recipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request.

**8.05** Recipient agrees to report on a semi-annual basis to the City on program or project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs or projects and must include information for the reporting period to include the status on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractors utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income,

repayments, and recaptured funds; and other information as specified by the City.

**8.06** In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Recipient fails to submit to City in a timely and satisfactory manner any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Recipient hereunder. If City withholds such payments, it shall notify Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Recipient fully cures or performs any and all delinquent obligations identified as the reason funds are withheld.

## **ARTICLE IX MONITORING**

**9.01** The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. After each monitoring visit, City shall provide Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Recipient's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by Recipient to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Article XVIII and XIX of this Agreement.

## **ARTICLE X INDEPENDENT CONTRACTOR**

**10.01** In all activities or services performed hereunder, the Recipient is an independent contractor and not an agent or employee of the City. The Recipient, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. The Recipient shall supply all materials, equipment and labor required for the execution of the work on the Project. The Recipient shall have ultimate control over the execution of the work under this Agreement. The Recipient shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, volunteers and subcontractors, and the City shall have no control of or supervision over the employees or volunteers of the Recipient or any of the Recipient's subcontractors except to the limited extent provided for in this Agreement.

**10.02** The Recipient shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Recipient from its obligations to the City under this Agreement. The Recipient shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to the City, to act as the Recipient's representative and to supervise its employees and subcontractors. Adequate supervision by competent and reasonable representatives of the Recipient is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Recipient and is a breach of this Agreement.

**10.03** Unless otherwise stipulated, the Recipient shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Recipient. It shall be the responsibility of the Recipient to furnish a completed work product that meets the requirements of the City.

**10.04** Any injury or damage to the Recipient or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Recipient.

**10.05** By entering into this Agreement, City and Recipient do not intend to create a joint enterprise.

## **ARTICLE XI INDEMNIFICATION AND RELEASE**

**11.01 RECIPIENT SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.**

**11.02 The indemnifications contained in section 11.01 shall include, but not be limited to the following specific instances:**

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Recipient, then the Recipient shall indemnify and hold harmless and defend the City for such damage.**
- (b) The Recipient shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) The Recipient shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Recipient, its agents, employees, and representatives.**
- (d) The Recipient shall be responsible for any damage to the building caused by the Recipient's personnel or equipment during installation.**

- (e) The Recipient shall be responsible for the removal of all related debris.
- (f) The Recipient shall be responsible for subcontractors hired by it.
- (g) The Recipient shall indemnify, hold harmless, and defend the City from any liability caused by the Recipient's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

**11.03** The indemnification obligations of the Recipient under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

**11.04** It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 11.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

**11.05 RELEASE.** The Recipient assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Recipient's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Recipient, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

**11.06 BY ENTERING INTO THIS AGREEMENT THE CITY DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES**



**CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.**

**ARTICLE XII  
INSURANCE**

**12.01 INSURANCE** The Recipient shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Recipient, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached as **Exhibit F**.

During the term of this Agreement Contractor's (Recipient) insurance policies shall meet the minimum requirements of this section:

**12.02 Types.** Recipient shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

**12.03 General Requirements Applicable to All Policies.** The following General requirements applicable to all policies shall apply:

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit F**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be named on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas.
- (e) The City will not accept "claims made" policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

**12.04 Commercial General Liability.** The following Commercial General Liability requirements shall apply:

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming the City as Additional Insured and

further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain

- (c) Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance
- (e) The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

**12.05 Business Automobile Liability.** The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better rating under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

**12.06 Workers’ Compensation/Employer’s Liability Insurance.** Workers Compensation/Employer’s Liability insurance shall include the following terms:

- (a) Employer’s Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required.
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
- (c) TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

### **ARTICLE XIII SUBCONTRACTS**

**13.01** Except for subcontracts to which the federal labor standards requirements apply, Recipient may not subcontract for performances of any obligation required or described in this Agreement without obtaining City's prior written approval. Recipient shall only subcontract for performance obligations required or described in this Agreement to which the federal labor standards requirements apply after Recipient has submitted a Subcontractor utilization form, as specified by City, for each such proposed subcontract and Recipient has obtained City's prior written approval, based on the information submitted, of Recipient's intent to enter into such proposed subcontract. Recipient, in subcontracting for the performance of any obligation required as described in this Agreement, expressly understands that in entering into such subcontracts, City is in no way liable to Recipient's subcontractor(s).

**13.02** In no event shall any provision of this Article XII, specifically the requirement that Recipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by Recipient. City's approval under Article XII does not constitute adoption, ratification, or acceptance of Recipient's or subcontractor's performance hereunder. City maintains the right to insist upon Recipient's full compliance with the terms of this Agreement, and by the act of approval under Article XII, City does not waive any rights or remedies which, may exist or which may subsequently accrue to City under this Agreement.

**13.03** Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this Agreement.

**13.04** Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

#### **ARTICLE XIV CONFLICT OF INTEREST**

**14.01** No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this Agreement or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any Agreement, subcontract or Agreement (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Recipient shall ensure compliance with applicable provisions under 24 C.F.R. §§ 84.40 - 84.48 and OMB Circular Title 2, Uniform Administrative Requirement, Cost Principles for Nonprofit Organization, and Audit Requirements for Federal Awards, which supersedes and combines the requirements of eight existing OMB Circulars (A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133).

#### **ARTICLE XV NONDISCRIMINATION AND SECTARIAN ACTIVITY**

**15.01 Equal Opportunity.** Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, age, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Agreement. In addition, funds provided under this Agreement must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701(u)) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this Agreement be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, Agreements for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan area as the project.

**15.02 Faith-based activities.** Organization that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HOME program in accordance with the requirement of 24 C.F.R. § 92.257.

## **ARTICLE XVI LEGAL AUTHORITY**

**16.01** Recipient assures and guarantees that Recipient possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services Recipient has obligated itself to perform hereunder.

**16.02** The person or persons signing and executing this Agreement on behalf of Recipient, or representing themselves as signing and executing this Agreement on behalf of Recipient, do hereby warrant and guarantee that he, she or they have been duly authorized by Recipient to execute this Agreement on behalf of Recipient and to validly and legally bind Recipient to all terms, performances, and provisions herein set forth.

**16.03** Recipient shall not employ, award Agreement to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this Agreement if Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

## **ARTICLE XVII LITIGATION AND CLAIMS**

**17.01** Recipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Recipient in connection with this Agreement; and b) any claim against Recipient. Except as otherwise directed by City, Recipient shall furnish immediately to City copies of all documents received by Recipient with respect to such action, proceeding, or claim.

## **ARTILCE XVIII CHANGES AND AMENDMENTS**

**18.01** Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both the Parties to this Agreement.

**18.02** It is understood and agreed by the Parties hereto that any performance under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

**18.03** Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the Agreement must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

## **ARTICLE XIX SUSPENSION**

**19.01** In the event Recipient fails to comply with any term of this Agreement, City may, upon written notification to Recipient, suspend this Agreement in whole or in part and withhold further payments to Recipient, and prohibit Recipient from incurring additional obligations of funds under this Agreement.

## **ARTILCE XX TERMINATION**

**20.01** The City may terminate this Agreement in whole or in part, in accordance with 24 C.F.R. § 85.43 and this Article or as provided in this Agreement. In the event Recipient materially fails as determined by City, to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Recipient.

- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME awards from Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this Agreement.
- (e) City may terminate this Agreement for convenience in accordance with 24 C.F.R. §85.44.

## ARTICLE XXI AUDIT

**21.01** Unless otherwise directed by City, Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject to the following conditions and limitations:

- (a) Recipient shall have an audit made in accordance with 24 C.F.R. § 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501, and OMB Circular Title 2 Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, which supersedes and combines the requirements of eight existing OMB Circulars (A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133). Nonprofit agencies that receive at least seven hundred fifty thousand dollars (\$750,000) a year in Federal Awards shall have an audit made in accordance with the requirements set forth in OMB Circular Title 2 Part 200 (Audits of States, Local Governments, and Non-Profit Organizations). In order to meet those requirements any subrecipient receiving over \$750,000 will provide a financial audit within three (3) months of the ending of their fiscal year covered by this Agreement., for any of its fiscal years included within the agreement Period, in which Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Recipient, each audit required by this Article may cover either Recipient's entire operations or each department, agency, or establishment of Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Recipient shall utilize operating expense funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this Agreement, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Recipient;

- (d) Unless otherwise specifically authorized by City in writing, Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this Agreement. Audits performed under Subsection A of this Article XXI are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Recipient shall verify expenditures according to the Budget attached as **Exhibit B**.

**21.02** Notwithstanding 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. Recipient agrees to permit City or its authorized representative to audit Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

**21.03** Recipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement. Recipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Recipient from funds which were not provided or otherwise made available to Recipient under this Agreement.

**21.04** Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XXI as City may require of Recipient

**21.05** All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

## **ARTICLE XXII ENVIRONMENTAL CLEARANCE REQUIREMENTS**

**22.01** Recipient understands and agrees that by the execution of this Agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 C.F.R., PARTS 50 AND 58. In accordance with 24 C.F.R. § 58.77(b), Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

**22.02** Funds provided under this Agreement may not be obligated and expended before the actions specified in this Article occur. Any Real Estate Purchase Option Agreement must include the following language: "This option is contingent upon satisfactory completion of an environmental review under 24 C.F.R. Part 58. The parties agree that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review."

**22.03** City shall prepare and maintain a written Environmental Review Record for this project in

accordance with 24 C.F.R. PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Recipient must also maintain a copy of the Environmental Review Record in Recipient's project file. City must comply with all other applicable environmental requirements as specified in **Exhibit D** of this Agreement. City shall document its compliance with such other requirements in its environmental review file.

## **ARTICLE XXIII SPECIAL CONDITIONS**

**23.01 Certification.** City shall not release any funds for any costs incurred by Recipient under this Agreement until City has received certification from Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. City shall specify the content and form of such certification.

**23.02 Affordability.** Funds provided under this Agreement must meet the affordability requirement of 24 C.F.R. § 92.254 and the HOME rules as applicable. The period of affordability is based upon the total amount of HOME funds subject to recapture described in 24 C.F.R. § 92.254 (a) (5) (ii) (A) (5).

<b>Home Funds Subject to Recapture</b>	<b>Affordability Period</b>
< \$15,000	5 years
\$15,000 - \$40,000	10 years
> \$40,000	15 years

**23.03 Recapture.** The HOME investment that is subject to recapture is based on the amount of HOME assistance. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price. The cost of construction is not considered in this calculation. Recipient agrees that Recipient's recaptured funds, including all interest and any other return on the investment of HOME funds, will be made to City pro-rata. The formula for Recipient's recaptured funds is the funds received which are subject to recapture divided by the number of months in the period of affordability multiplied by the number of months that a home is not operated in accordance with the affordability requirement.

**23.04 Property Standards.** Recipient shall ensure that all housing assisted with funds provided under this Agreement shall meet the requirements of 24 C.F.R. § 92.251 for the duration of this Agreement.

**23.05 Affirmative Marketing.** Should funds from this Agreement be used in the creating of five (5) or more affordable rental units, Recipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. § 92.351. City will assess the efforts of the Recipient during the marketing of the units by use of compliance certification. Where a Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Recipient must provide City with an annual assessment of the



Affirmative Marketing program of the development, if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Recipient to affirmatively market housing and records to assess the results of these actions. Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

**23.06 Enforcement of Affordability.** Recipient and City shall provide legally enforceable agreements consisting of a Land Use Restriction Agreement, containing remedies adequate to enforce the affordability requirements of 24 C.F.R. § 92.254, as applicable, for each activity assisted under this Agreement, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 C.F.R. § 92.254(a)(5) are subject to the requirements of 24 C.F.R. § 92.503. Recipient must provide along with the other legal instruments an Agreement of Affordability.

**23.07 Reversion of Assets.** Upon termination of this Agreement, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this Agreement shall revert to City. Recipient shall return these assets to City within seven (7) days after the date of termination.

**23.08 Flood Hazards.** Funds provided under this Agreement may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

**23.09 Fair Housing.** Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 C.F.R. § Part 100.

**23.10 Displacement, Relocation, and Acquisition.** Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. Recipient must comply with the applicable provisions of 24 C.F.R. 92.353, 49 C.F.R. Part 24, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655).

**23.11 Property Standards.** Recipient shall ensure that all housing assisted with funds provided under this Agreement (1) shall meet the lead-based paint requirements in 24 C.F.R. § 92.355 upon project completion and (2) shall meet the requirements of 24 C.F.R. § 92.355 for the duration of this Agreement.

**23.12** All documents necessary for the encumbrance of real property, pursuant to the agreement, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

**23.13** Funding under this Agreement is contingent upon Recipient meeting all terms, conditions of this Agreement.

**23.14** This Agreement and the performance hereunder may not be assigned without the express written consent of City.

**23.15** This Agreement is binding on Recipient's assigns and successors-in-interest.

## **ARTICLE XXIV ORAL AND WRITTEN AGREEMENTS**

**24.01** All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

**24.02** The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Recipient in accordance with Article III of this Agreement.

## **ARTICLE XXV VENUE**

**25.01** For purposes of litigation pursuant to this Agreement, venue shall lie in Brazos County, Texas

## **ARTICLE XXVI COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**26.01** Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of Recipient under this Agreement. Upon request by City, Recipient shall furnish satisfactory proof of its compliance herein.

**26.02 Verification No Boycott.** To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Recipient verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Recipient verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Recipient herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

**List of Exhibits**

- A.** Performance Statement
- B.** Budget
- C.** Project Implementation Schedule
- D.** Applicable Laws and Regulations
- E.** Certifications
- F.** Insurance Certificates

**CITY OF COLLEGE STATION**

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

By:\_\_\_\_\_

City Manager

Date:\_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Attorney

Date:\_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO

Date:\_\_\_\_\_

## **EXHIBIT A PERFORMANCE STATEMENT**

1. Recipient is awarded up to \$274,800.00 from the City of College Station FY 2022 (HUD Grant Year 2021) and FY2023 (HUD Grant Year 2022) HOME Investment Partnerships Program. These funds must be used for the **acquisition and rehabilitation of two units of affordable rental housing. Units must be rented to low- and moderate-income families according to HOME regulations.**
2. **Elder Aid, Inc. is proposing to purchase approximately 2 housing units for the purpose of providing affordable rental units for income eligible and disadvantaged tenants. Elder-Aid intends to target all applicants at or below 60% of the area median income (AMI) and those applicants that are elderly, disabled, or in transition from homelessness.**

**Elder-Aid will also provide numerous in-house referrals for case management, transitioning out of poverty, utility assistance, medical referrals and financial budgeting assistance and education.**

**It is Elder-Aid's intent to purchase the following properties for the Affordable Rental Program. These properties will be located in College Station and available for rent soon after purchase. Elder-Aid will focus more on 2-bedroom units due to the demand by elderly.**

**Properties for proposed purchase are as follows:**

**Duplexes located at: 1227 – 1227 Georgia Street, College Station.**

**These Properties will be made available for lease to income-eligible households at or below 60% of the Area Median Income.**

3. A detailed Project Budget and cost breakdown shall be submitted by the Recipient to the City for review of each project for a cost or price analysis prior to the start of the project.
4. A final budget shall be submitted with HOME close-out information at the end of each project showing total costs and funding sources.
5. All work must be in compliance with current City of College Station Building Codes. Recipient shall dedicate all easements required by City including blanket easements which shall be substituted with as-built easements for all City utilities. All Projects must be substantially completed within two (2) years of the date of this Agreement.
6. All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.
7. Recipient must provide written notification of all subcontractors to City.
8. Upon completion of such construction Recipient must submit a copy of all receipts paid. At that point, the City will have 30 days to make payment on said receipts, not to exceed maximums established in

**Exhibit B, Budgets.**

9. Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Recipient is not prohibited from conducting a background check on credit history or criminal history.
10. Any program income, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station. In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503. Recaptured funds will be subject to 24 C.F.R. § 92.254 (a)(5)(ii)(A)(2) reduced during affordability period, prorated monthly.

## **EXHIBIT B BUDGET**

### **SOURCES OF FUNDS:**

Maximum Proceeds of grant under the agreement	\$274,800.00
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### **USES OF FUNDS:**

Acquisition Cost ( Land and Building)	\$175,000.00
Financing Cost	\$ 4,000.00
Construction Rehabilitation Cost	\$ 56,000.00
Developer Fees	\$ 20,800.00
Other soft cost (Title, Appraisal, Taxes, Insurance)	\$ 4,000.00
Relocation fees if needed	\$ 15,000.00
<b>Total</b>	<b>\$274,800.00</b>

**EXHIBIT C**  
**PROJECT IMPLEMENTATION SCHEDULE**

AGREEMENT START DATE: January 12, 2023

AGREEMENT END DATE: January 12, 2025

**Construction Phase** – Construction for this project is scheduled to begin within one year of property acquisition with completion and certificate of occupancy date for all projects no later than January 12, 2024 The issuance of a building permit will constitute start of construction.



**EXHIBIT D**  
**THE APPLICABLE LAWS AND REGULATIONS**

Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Recipient under this Agreement including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

**I. CIVIL RIGHTS**

- THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 C.F.R. PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 C.F.R., 1958-1963 COMP., P. 652 AND 3 C.F.R., 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 C.F.R., PART 1;
- EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 C.F.R. PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 C.F.R., PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 C.F.R. 107.60;
- THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 8;
- THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 C.F.R. 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 C.F.R., CHAPTER 60.
- THE REQUIREMENTS OF 24 C.F.R. 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE AGREEMENTOR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY AGREEMENTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.
- THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);
- SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 C.F.R., PART 8. BY SIGNING THIS

AGREEMENT, RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 C.F.R., PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

## **II. LEAD-BASED PAINT**

- TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

## **III. ENVIRONMENTAL STANDARDS**

- NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 C.F.R. PARTS 1500-1508;
- THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);
- EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);
- THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);
- EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).
- EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.
- THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);
- THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);
- THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C);
- THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D);
- FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)
- 24 C.F.R. PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

#### **IV. ACQUISITION/RELOCATION**

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 C.F.R. PART 24, AND 24 C.F.R. SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

#### **V. LABOR REQUIREMENTS**

- AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)
- COPELAND (ANTI-KICKBACK) ACT (40 USC 276C)
- FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)

**EXHIBIT E**  
**CERTIFICATION REGARDING LOBBYING FOR**  
**AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**EXHIBIT F**  
**CERTIFICATES OF INSURANCE**

**1225/1227 Georgia Street,  
College Station, TX 77840 - Site Map**



**January 12, 2023**

**Item No. 7.6.**

**Annual Price Agreement for Cement Treated Base and Crushed Concrete Base**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the approval of an annual price agreement for the purchase of Cement Treated Base and Type D Grade 1 Cement Treated (4%) Recycled Crushed Concrete Base with Brazos Paving, Inc. for an amount not to exceed \$734,800.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

**Recommendation(s):** Staff recommends approval of price agreement.

**Summary:** One bid was received in response to ITB 21-007 on November 18, 2020. Staff awarded the total annual estimated purchase of Cement Treated Base and Type D Grade 1 Cement Treated Recycled Crushed Concrete Base to Brazos Paving Materials, Inc. as the lowest responsible bidder. The vendor requested a \$66,800 price increase or 10% increase to the overall contract due to current economic conditions. This renewal term will be for the period beginning January 12, 2023, through January 12, 2024. This is the second of two possible renewals for this contract.

**Budget & Financial Summary:** Funds are available in the Roadway Maintenance Fund.

**Attachments:**

1. 21300263R2 - Price Increase Summary

**ITB#21-007  
ANNUAL PRICE AGREEMENT FOR  
CEMENT TREATED BASE**

				Brazos Paving, Inc.		Brazos Paving, Inc.		Price Increase Difference & Percentage	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Price Diff	% diff
1	TYPE A Cement Treated Base (4%) FOB: To be Picked up by City Crews Type A material must meet the requirements in Item 247, TXDOT Specifications.	2000	TON	\$35.00	\$70,000.00	\$38.50	\$77,000.00	\$3.50	10.00%
2	TYPE A Cement Treated Base (4%) FOB:To be Delivered to job site as requested. Type A material must meet the requirements in Item 247, TXDOT Specifications.	2000	TON	\$41.00	\$82,000.00	\$45.10	\$90,200.00	\$4.10	10.00%
3	Type D Grade 1 Cement Treated (4%) Recycled Crushed Concrete Base FOB: To be Picked up by City Crews Crushed concrete containing gravel will be considered Type D material This product must meet the requirements 2014 TXDOT Specifications.	8000	TON	\$29.25	\$234,000.00	\$32.20	\$257,600.00	\$2.95	10.09%
4	Type D Grade 1 Cement Treated (4%) Recycled Crushed Concrete Base FOB: To be Delivered to job site as requested. Crushed concrete containing gravel will be considered Type D material This product must meet the requirements 2014 TXDOT Specifications.	8000	TON	\$35.25	\$282,000.00	\$38.75	\$310,000.00	\$3.50	9.93%
				Total Price	\$668,000.00	Total Price	\$734,800.00	\$14.05	10.00%



**January 12, 2023**  
**Item No. 8.1.**  
**Council-Appointed Board and Commission Representatives**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** None

**Summary:** This is an opportunity for Council members to consider whether they wish to continue serving on a particular board or volunteer for another. The list of Council Appointed Representatives that could possibly be retired is indicated with a yellow highlight, which was provided separately. Below is a list of the boards and committees being discussed.

- Arts Council
- Blinn College Brazos County Advisory Committee
- Brazos County Health Board (2-year term)
- BV Community Emergency Operations Center Policy Advisory Board
- BV Council of Governments Board of Directors
- BV Council of Gov't Intergovernmental Committee (2-year term)
- BV Economic Development Corporation (3-year term)
- Brazos Valley Solid Waste Management Agency Board of Directors (one full 3-year term and one partial 1-year unexpired term)
- BV Wide Area Communications System
- Regional Transportation Committee for Council of Governments
- Rellis External Advisory Council
- Sister Cities (3-year term)
- Architectural Advisory Committee (2-year term)
- Audit Committee (2-year term)
- Budget and Finance
- College Station History Sub-Committee
- College Station for the Renaming of City-owned Facilities Sub-Committee
- Compensation and Benefits
- Economic Development

**Budget & Financial Summary:** None

**Attachments:**

None

**January 12, 2023**  
**Item No. 8.2.**  
**Committee Appointments**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- Planning and Zoning Commission
- Construction Board of Adjustments
- Zoning Board of Adjustment
- Impact Fee Advisory Committee
- Parks and Recreation Board
- Historic Preservation Committee

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** None

**Summary:** This is the annual appointment to our boards, committees, and commissions. A packet containing applications, appointment charts, and tally sheets will be provided under separate cover.

**Budget & Financial Summary:** None

**Attachments:**

None

**January 12, 2023**

**Item No. 11.1.**

**Council Reports on Committees, Boards, and Commissions**

**Sponsor:** City Council

**Reviewed By CBC:** City Council

**Agenda Caption:** A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

**Relationship to Strategic Goals:**

Good Governance

**Recommendation(s):** Review meetings attended.

**Summary:** Aggieland Humane Society, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board, Brazos County Health Dept., Brazos Appraisal District, Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, College Station History Sub-Committee, Compensation and Benefits Committee, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Regional Mobility Authority Board, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

**Budget & Financial Summary:** None.

**Attachments:**

None